Pottsville Bleaching and Dyeing Company *and* Teamster Union Local No. 115 a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL–CIO.[1] Case 4–CA–18695

February 28, 1991

ORDER REMANDING

BY CHAIRMAN STEPHENS AND MEMBERS CRACRAFT, DEVANEY, OVIATT, AND RAUDABAUGH

During the hearing before Administrative Law Judge Claude R. Wolfe, the Respondent offered to enter into an informal settlement agreement with a nonadmissions clause contingent on the inclusion of the nonadmissions clause in the Board's notice. Counsel for the General Counsel and the Charging Party did not object to a nonadmissions clause in the settlement agreement but opposed its inclusion in the notice. Over the objections of both the General Counsel and Charging Party, the judge accepted the informal settlement agreement.[2]

The General Counsel has filed a motion for special permission to appeal the judge's ruling. The General Counsel argues that: (1) the Board has opposed efforts to include nonadmissions language in its notices;[3] (2) no exception should be made here because of the Respondent's proclivity to violate the Act;[4] (3) the Board's policy of encouraging settlements should not override other important policies and objectives; and (4) the judge's ruling will lead to future efforts to dilute the remedial language in Board notices. The General Counsel moves the Board to reverse the judge's ruling and remand this matter to the judge for a hearing on the merits.

On November 28, 1990, the Respondent filed an opposition to the General Counsel's motion. The Respondent notes that the only objection to the settlement agreement is to including a nonadmissions provision in the Board's notice. The Respondent urges that the nonadmissions provision will not undermine the purposes and policies of the Act. The Respondent further argues that *Independent Shoe Workers*, supra, relied on by the General Counsel, is not controlling, because in that case the respondent had withdrawn its answer to the complaint and the Board's refusal to sanction nonadmissions language in the notice was based on its view that withdrawal of an answer is inconsistent with a clause disclaiming the commission of unfair labor practices. The Respondent also contends that, because the settlement agreement provides a full and complete remedy for every substantive allegation in the complaint, the Board should deny the General Cousel's motion for special permission to appeal.[5]

As noted by the General Counsel, the Board has a longstanding policy of encouraging the voluntary settlement of labor disputes.[6] Settlement is not an end in and of itself, however. Of primary importance is the broad authority vested in the Board under Section 10(c) of the Act to prevent and remedy unfair labor practices. In exercising this authority, the Board has required respondents to post an appropriate notice ''to assure employees that their statutory rights shall be respected'' *Bingham-Williamette Co.*, 199 NLRB 1280, 1281 (1972). The Board has steadfastly condemned efforts to minimize the notice's message or effect. See, e.g., *Bingham-Williamette Co.*, supra, and cases cited therein at fn. 2.

The Board's notice, in most cases, is the principal means by which the Board communicates to those affected by a respondent's unfair labor practices what conduct the Board is requiring of the respondent. Thus, the notice should be a strong and affirmative statement of a respondent's promise not to engage in unlawful conduct and, where applicable, to take the affirmative steps specified in the notice. In our opinion, the inclusion of a nonadmissions clause in the Board's notice could be confusing to those reading the notice and could undermine its effectiveness.[7] See *Independent Shoe Workers*, supra. Further, if we were to set a precedent whereby those respondents who insisted could routinely secure a nonadmissions clauses in the notice as a price of settlement, the General Counsel and charging parties might have little incentive in cases without affirmative remedies to agree to settle the case.[8] We have decided, therefore, that we will not

[1] On November 1, 1987, the Teamsters International Union was readmitted to the AFL–CIO. Accordingly, the caption has been amended to reflect that change.

[2] It is undisputed that the settlement agreement fully remedies the complaint's allegations and that the notice tracks the allegations of the complaint.

[3] The General Counsel relies on *Independent Shoe Workers (U.S. Shoe)*, 203 NLRB 783 (1973), in which the Board rejected a settlement that included a nonadmissions clause in the Board's notice.

[4] Since 1985, the Board has issued three decisions and orders involving Respondent: 275 NLRB 1236 (1985); 277 NLRB 988 (1985); 283 NLRB 359 (1987). In addition, on June 26, 1990, Administrative Law Judge Karl Buschmann issued a recommended decision in Case 4–CA–17211 finding that the Respondent unlawfully discharged employee Joseph Sullivan for the second time. This case is presently pending before the Board.

[5] By an unpublished Board order dated December 20, 1990, the parties were advised that the General Counsel's appeal had been granted and that a fully articulated decision would follow.

[6] See *Independent Stave Co.*, 287 NLRB 740, 741 (1987), and cases cited therein.

[7] The phrase ''nonadmissions clause,'' as used here, means any language which suggests that the respondent's conduct may have been lawful. Although, in a settlement context, such a statement is correct, we find that its inclusion in the notice detracts from the very purpose of the notice. That purpose is to give employees an unequivocal assurance that the conduct will not occur.

[8] Contrary to the Respondent, we note that the Board's holding in Independent Shoe Workers was not dependent on the Respondent's withdrawal of its answer to the complaint in that case. Neither is our holding here dependent on the Respondent's alleged proclivity to violate the Act.

permit the inclusion of a nonadmissions clause in a Board notice under any circumstances.[9]

[9] To the extent that *dictum* in *State County Employees AFSCME Local 47*, 274 NLRB 1434 (1985), might be read to suggest that the Board might approve a settlement with an official Board notice that contained a nonadmissions clause, we disavow it.

Accordingly, counsel for the General Counsel's appeal is granted, the judge's order approving the informal settlement agreement is vacated, and this matter is remanded to the administrative law judge for further appropriate action.